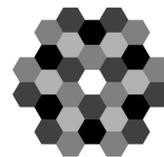


The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number TGL342218

Edition date 26.07.2018

- This official copy shows the entries on the register of title on 16 NOV 2023 at 14:23:08.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 16 Nov 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Telford Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NEWHAM

- 1 (31.01.2011) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Land at King George V Dock, London (E16 2PB).
- 2 (31.01.2011) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 18 January 2011
Term : From 18 January 2011 To 22 December 2022
Parties : (1) KGV Dock Properties Limited
(2) London City Airport Limited
- 3 (31.01.2011) The Lease prohibits or restricts alienation.
- 4 (31.01.2011) The title includes any legal easements referred to in clause LR11.1 of the registered head-lease but is subject to any rights that are granted or reserved by the head-lease and affect the registered land.

NOTE: Registered head-lease filed under title number TGL338199.
- 5 (31.01.2011) The registrar has not seen any consent to the grant of this sub-lease that the superior lease, out of which it was granted, may have required.
- 6 (31.01.2011) The landlord's title is registered.
- 7 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

NOTE: Copy filed under EGL240722.

Title number TGL342218

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (31.01.2011) PROPRIETOR: LONDON CITY AIRPORT LIMITED (Co. Regn. No. 01963361) of City Aviation House, London City Airport, Royal Docks, London E16 2PX.
- 2 (22.04.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.
- 3 (22.03.2017) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (31.01.2011) Two Conveyances of the land tinted yellow on the title plan and other land dated 29 December 1859 made between (1) Sir Samuel Morton Peto Baronet and George Parker Bidder and (2) Victoria (London) Dock Company and dated 20 February 1860 made between (1) Victoria (London) Dock Company (2) George Parker Bidder and (3) Sydney Gedge contained the following restrictive stipulations.

against the erection of Docks without the written permission of the Victoria (London) Dock Company.

AND to the rights and powers of the Dagenham Commissioners as to the construction maintenance and repair of sea walls and drainage and other works of a like nature and generally to the Acts relating to Commissions of Sewers.

- 2 (31.01.2011) The parts of the land in this title affected thereby are subject to the following rights contained in an Agreement for Lease of the adjoining land known as the London City Airport or Stolport Site dated 8 March 1988 made between (1) The Port of London Authority (PLA) and (2) John Mowlem and Company PLC for 60 years from the date and subject to determination as therein mentioned.

SCHEDULE 3

The Tenant's Rights

1. The unobstructed passage of water, soil, gas and electricity from and to the premises through any service connections of the PLA which serve but are not within the premises.

2. Full and free right of access over or under the water of The Royal Albert and King George V Docks in order to effect repairs to and maintenance of the Dock walls and structures forming part of the premises to operate efficient fire fighting services by boat and to operate safely patrol boats in connection with the enforcement of air safety.

3. Full and free right of access for aircraft whilst in the air over neighbouring land and property of the PLA.

C: Charges Register continued

NOTE 1: By a Deed of Variation dated 13 January 1986 made between (1) The Port of London Authority and (2) Mowlem Developments Limited the said rights were varied as follows:-

Schedule 3

In Schedule 3, paragraph 1 the words "together with a full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspect thereof" shall be inserted at the end of the paragraph

In paragraph 3 the words "at the date hereof in the ownership" shall be inserted after the word "property" in the final Line

NOTE 2: The rights set out in paragraph 1 and 3 (as varied) affect the whole of the land in this title. The rights set out in paragraph 2 only affect the water areas of the The Royal Albert and King George V Docks.

- 3 (31.01.2011) The land edged blue on the title plan is subject to the rights of entry and user granted by a Lease of part of the London City Airport adjoining the southern boundary of King George V Dock dated 7 November 1991 made between (1) London Docklands Development Corporation (2) Royal Docks Management Authority Limited (3) London City Airport Limited and (4) John Mowlem and Company PLC for 124 years from 1 January 1986.

The said lease also contains options for the grant of further leases of parts of the said land upon the terms therein mentioned.

NOTE: Lessee's title registered under EGL291578.

- 4 (31.01.2011) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant and Covenant dated 15 November 1994 made between (1) London Docklands Development Corporation (LDDC), (2) Port of London Authority (PLA), (3) London City Airport Limited (LCA), (4) Royal Docks Management Authority Limited (RODMA) and (5) Stolport Properties Limited:-

"LDDC as beneficial owner for the freehold interest in the LDDC land and RODMA as lessee under the RODMA Lease hereby respectively grant to PLA as appurtenant to its freehold interest in the Property the rights set out in the First Schedule hereto TO HOLD the same unto the PLA in fee simple

THE FIRST SCHEDULE

Rights

1. Services

The unobstructed passage of water soil gas and electricity from and to the Property to any service connections of LDDC and/or RODMA situated in under or over the LDDC land or the RODMA premises and which at the date of this Deed serve the Property together with full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspection thereof Provided that LDDC and/or RODMA shall be at liberty to divert the route of the service connections situated on their land to a route or routes not materially less convenient or commodious to the PLA or LCA subject to LDDC or RODMA (as the case may be):-

(i) carrying out all necessary works of diversion at its or their own cost and as expeditiously as reasonably possible

(ii) in the event that such diversion causes the use of the service connections to be temporarily interrupted to provide at its or their own cost alternative temporary facilities or service connections during the period in which the permanent service connections are out of use so that the passage of services to the Property is not interrupted save at times of minimum inconvenience approved by the PLA and LCA (such

C: Charges Register continued

approval not to be unreasonably withheld taking into account the requirement of the PLA and LCA to operate the business at the time carried on on the Property and the need for LDDC or RODMA (as the case may be) to vary the service route and

(iii) to indemnify LCA and the PLA against all liabilities which they may incur as a result of the default or negligence on the part of LDDC or RODMA (as the case may be) in complying with their obligations contained in this proviso

2. Repairs to the dock wall, etc

Full and free right of access over or under those parts of the water of the Docks as may be reasonably required in order to effect repairs to and maintenance of the dock walls or other structures which may from time to time form part of or support the Property.

3. Safety patrol boats, etc

The full and free right to operate without charge by LDDC or RODMA efficient fire fighting services by boat and to operate safety patrol boats in connection with the enforcement of air safety over the navigable parts of the Docks provided that if LADD and/or RODMAN shall at any time construct or erect buildings or other structures in or over or under the Docks then this right shall apply only to the residue of the navigable areas of the docks remaining after the construction or erection of such buildings or structures but so that no such buildings or structures shall be erected so as to prevent access by fire fighting boats or patrol boats alongside the Property unless a right of access for fire fighting and safety purposes shall be granted to the PLA and LCA over access routes on such buildings or structures for the purposes of fire fighting and enforcement of air safety.

4. Projections

The right to retain all such projections as exist on the date of this Deed over the Docks from the Property and with the prior consent in writing of LDDC and RODMA (such consents not to be unreasonably withheld or delayed) to erect or place such other similar projections over the Docks from the Property as may be reasonably required for the safe and efficient operation of the business then carried on on the Property".

The said deed also contains the following covenants by the grantor:-

"In consideration of the premises LDDC as freehold owner of the LDDC land hereby covenants with PLA as legal owner of the Property and with Stolport as beneficial owner to observe and perform the covenants set out in part 1 of the Second Schedule hereto

LDDC as freehold owner of the LDDC land and RODMA as lessee under the RODMA Lease hereby severally covenant with LCA and as a separate covenant with PLA and Stolport to observe and perform the covenants set out in part 2 of the Second Schedule hereto.

THE SECOND SCHEDULE

Part 1

LDDC covenant

1. Water levels

LDDC to provide so far as not prevented by circumstances beyond their control a water level within the Docks which lies between a minimum of 3.44 metres above ODN (Ordnance Datum Newlyn) and maximum of 4.24 metres above ODN.

2. London Docklands Development Corporation Bill

C: Charges Register continued

LDDC shall not exercise the powers conferred by or under the London Docklands Development Corporation Act 1994 ("the Act"), including the powers of the Harbour, Docks and Piers Clauses Act 1847 as applied by the Act, so as to interfere unreasonably with, or, except with the agreement of the PLA, to extinguish the rights set out in the First Schedule hereto

Part 2

LDDC and RODMA covenant

Ship movements

LDDC and RODMA to give at least six hours notice to LCA and PLA (except in case of emergency) of any impending movement of vessels into the Docks or the King George V Lock entrance likely to affect aircraft movements in and out of the Property so that such movements of vessels can be co-ordinated with aircraft movements.

Not to dispose

LDDC and RODMA shall not effect any dealing with the Docks without requiring the person or persons to whom such dealing is made to enter into a covenant with PLA in like terms to those contained in (in the case of LDDC) part 1 of this Schedule and (in the case of LDDC and RODMA) this part of this Schedule and in this paragraph the expression "dealing" shall mean any sale transfer assignment or transaction whereby a navigable part of the Docks (not being built in on or over) passes to another person or persons.

NOTE: The definitions used in the Deed are as follows:-

"RODMA Lease

The Lease dated 28 September 1990 and made between LDDC (1) and RODMA (2) whereby the RODMA premises were demised by LDDC to RODMA for the term of 225 years from 28 September 1990.

Property

All that property known as London City Airport Connaught Road in the London Borough of Newham and the fuel storage area adjacent thereto as the same are registered at Land Registry under titles numbers EGL147506 AND EGL240948.

LDDC Land

The land and buildings at the Royal Docks in the London Borough of Newham at the date hereof comprised within title number EGL258669 and (but for the purpose only of the right set out in paragraph 1 of the First Schedule hereto) the land and buildings at the Royal Docks comprised in title numbers EGL218658 and EGL243390 and the land transferred to the LDDC by a Transfer of even date herewith and known as Plot 499B and each and every part of all such land and buildings.

RODMA premises

The premises at the date hereof comprised within the RODMA Lease.

DOCKS

The Royal Albert Dock and the King George V Dock in the London Borough of Newham as at the date hereof."

5 (31.01.2011) The land is subject in so far as they affect to the rights granted by a Lease of land lying to the east dated 5 December 2003 made between (1) London Development Agency (2) Royal Docks Management Authority Limited and (3) KGV Dock Properties in connection with the activities of the London City Airport. The Lease also contains options

C: Charges Register continued

for the grant of further leases of parts of the said land upon the conditions therein mentioned.

NOTE: Copy lease filed under EGL465048.

6 (22.04.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other titles.

NOTE: Charge reference EGL240722.

7 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.

8 (22.04.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register